IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
TEXARKANA DIVISION

BITCO GENERAL INSURANCE
CORPORATION   PLAINTIFF

v.   Case No. 4:18-cv-4119

C-SQUARED OF ARKANSAS, INC.
and SAMSAND, LLC   DEFENDANTS

ORDER

Before the Court is a Motion to Intervene filed by Rockhill Insurance Company
("Rockhill"). (ECF No. 12). No party has responded to the motion and the time to do so has
passed. *See* Local Rule 7.2(b). The Court finds the matter ripe for consideration.

This case is a declaratory judgment action filed pursuant to 28 U.S.C. § 2201. Plaintiff
BITCO General Insurance Corporation ("BITCO") states that it issued an insurance policy to
Separate Defendant C-Squared of Arkansas, Inc. ("C-Squared") covering, in relevant part, certain
bodily injury and property damage liability. BITCO alleges that on May 1, 2018, C-Squared filed
a separate case in the Circuit Court of Miller County, Arkansas, seeking payment of invoices issued
by C-Squared to Separate Defendant SamSand, LLC ("SamSand"), in connection with work
performed and services provided by C-Squared for SamSand. SamSand then filed several
counterclaims against C-Squared in the state court proceeding. BITCO agreed to participate in C-
Squared's defense against SamSand's counterclaims in the state court suit while reserving its right
to seek declaratory judgment in federal court.

On August 16, 2018, BITCO filed the case at bar, seeking a declaratory judgment regarding
its rights and duties under the policy it issued to C-Squared. Specifically, BITCO asks the Court
to declare that the policy provides no coverage for the counterclaims SamSand asserts against C-

Squared in state court and that BITCO has no duty to defend C-Squared against SamSand's state-court counterclaims. Alternatively, BITCO asks the Court to determine which of SamSand's state-court counterclaims against C-Squared the policy applies to.

On October 19, 2018, Rockwell filed the instant motion, seeking to intervene in this case. Rockhill states that it issued a commercial excess liability coverage insurance policy to C-Squared. Rockhill states further that BITCO has primary liability insurance coverage and Rockhill has the excess liability insurance coverage. Rockhill asserts that the same facts that are relevant for a determination of coverage under BITCO's policy are likewise relevant to determine the existence of coverage under Rockhill's policy—if there is no coverage under BITCO's policy, there is no coverage under Rockhill's policy. Rockhill states that the convenience of parties and judicial economy would best be served by allowing it to intervene in this action, and that intervention by Rockhill would ensure consistency in rulings regarding the insurance policies. Although Rockhill does not specify what authority it invokes in seeking to intervene, the Court construes the instant motion as moving under Federal Rule of Civil Procedure 24, which governs intervention.

As noted above, no party has responded to the instant motion and the time to do so has passed.[1] Upon consideration, the Court finds that good cause for the motion has been shown. Accordingly, Rockhill's motion (ECF No. 12) is hereby **GRANTED**. Rockhill is hereby ordered to file its complaint in intervention within **seven (7) days of the date of entry of this order**.

IT IS SO ORDERED, this 8th day of November, 2018.

/s/ Susan O. Hickey
Susan O. Hickey
United States District Judge

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[1] Failure to timely respond to any non-dispositive motion within the fourteen days provided by rule is "an adequate basis, without more, for granting the relief sought in said motion." Local Rule 7.2(f).